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8 UNITED STATES BANKRUPTCY COURT

9 EASTERN DISTRICT OF CALIFORNIA

10 SACRAMENTO DIVISION

11 In re

Bk. No. 23-21005

12 LARRY DALE BUTLER, JR.,

DCN: PPR-1

13 Debtor.

CHAPTER 7

14 Hearing-

15 Date: June 8, 2023

16 Time: 10:00 A.M.

17 Place: U.S. Bankruptcy Court

501 I Street, Suite 3-200

18 Sacramento, CA 95814

Dept. E, Courtroom 33

19 Judge: Hon. Ronald H. Sargis

20 DECLARATION IN SUPPORT OF CIG FINANCIAL'S
21 MOTION FOR RELIEF FROM AUTOMATIC STAY22 I, Michelle Doan, declare and state:

23 1. As to the following facts, I know them to be true of my own personal
24 knowledge and if called upon to testify in this action, I could and would testify competently to
25 the following facts personally known to me to be true. I am an employee of CIG FINANCIAL,
26 which is the moving party herein ("Movant"). I am familiar with this case and the facts herein
27 and am authorized to make these statements on behalf of Movant. I have reviewed the loan
28

1 service records of CIG FINANCIAL before making these statements. The loan service records
2 are kept within the normal course of business by CIG FINANCIAL, at or near the time of the
3 event, which is noted or memorialized. As to any statements re: equity or lack of equity
4 contained within this Declaration, which are made upon information and belief, these
5 statements are made after examination of the loan file and after consideration of the following
6 factors:
7

8 1) The loan to value ratio;

9 2) Amount of arrearages

10 2. Larry Dale Butler, Jr. ("Debtor") is an individual and the Chapter 7 Debtor
11 herein.

12 3. Nikki B. Farris has been appointed as the Chapter 7 Trustee in the instant
13 bankruptcy. By the virtue of his position as Chapter 7 Trustee, Nikki B. Farris may hold title
14 to the subject property in that capacity. To the extent that relief sought herein is granted, Nikki
15 B. Farris should be bound by any such judgment.
16

17 4. On March 30, 2023, Debtor filed a Petition under Chapter 7 of the Bankruptcy
18 Code.

19 5. Prior to the filing of the petition, on November 27, 2020, Debtor made, executed
20 and delivered a Retail Installment Contract ("Contract") in the original amount of \$30,229.16
21 to Movant or its predecessor which bears interest as specified therein. The original Contract is
22 held by Movant and a copy is attached hereto as **Exhibit "A"** and is incorporated by reference.
23

24 6. The indebtedness evidenced by the Contract is secured by a security interest in a
25 **2017 Mercedes Begle, VIN 4JGDA5HB5HA976701** ("the Vehicle") as evidenced by an
26 Certificate of Title, filed with the Department of Motor Vehicles, State of California. A copy
27

of the Certificate of Title is attached hereto as **Exhibit “B”** and incorporated herein by reference.

7. As of April 18, 2023, the outstanding Obligations are:

Unpaid Principal Balance	\$25,941.74
Unpaid, Accrued Interest	\$ 1,425.81
Dees Due	\$ 90.00
Late Charges Due	\$ 170.15
Minimum Outstanding Obligations	\$26,627.70

8. In addition to the other amounts due to Movant reflected herein, as of the date hereof, in connection with seeking the relief requested in the Motion, Movant has also incurred \$831.00 in legal fees and costs. Movant reserves all rights to seek an award or allowance of such fees and costs in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

9. The following chart sets forth the number and amount of payments due pursuant to the terms of the Note that have been missed by the Debtor:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
1(partial payment)	11/16/2022	11/16/2022	\$680.06	\$680.06
5	12/16/22	04/16/2023	\$680.68	\$3,403.70
Late Charge Due: \$170.15				NSF: \$90.00
Total: \$4,343.91				


10. Interest continues to accrue as set forth in the Contract.

11. Movant has performed each and every act required by the terms of the contract.

12. Movant has elected to initiate proceedings to dispose of the Vehicle with respect to the subject Contract; however, Movant is precluded from proceeding to commence said actions to dispose of subject vehicle during the pendency of this Bankruptcy.

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Declaration in Support of Motion

By 
Name: Michelle Doan
Title: Bankruptcy Specialist